

CITY OF MANCHESTER
NEW HAMPSHIRE 03101

June 7, 2004

SEALED PROPOSAL INVITATION

IS-0405

NOTICE is hereby given that the City of Manchester will receive sealed proposals in the Office of the Information Systems Department, City of Manchester, State of New Hampshire until three o'clock p.m. (3:00 PM) on Monday, June 14, 2004 for the furnishing of the supplies, materials, equipment, or services, as indicated by the items hereunder listed in accordance with the applicable specifications:

IBM iSeries High Availability Solution

The right is reserved to accept any proposal or any part or parts thereof, or to reject any or all proposals.

Any name appearing on the Comptroller General's list of ineligible contractors for Federally-financed and assisted work is not an eligible Bidder. In addition thereto, a proposal based upon the furnishing of equipment or components thereof, manufactured by such an ineligible contractor, will be ineligible for consideration.

The Contractor will be required to comply with all applicable Equal Employment Opportunity Laws and Regulations.

All proposals are subject to the terms and conditions and specifications set forth in this Sealed Proposal Invitation.

BY: Diane S. Prew
Director, Information Services

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I. TERMS AND CONDITIONS

A. Proposals - Where Received

Proposals will be received by the Information Systems Department of the City of Manchester, State of New Hampshire, at the place and until the time specified in the Notice to Bidders and then publicly read aloud for the information of Bidders and others properly interested who may be present either in person or by representative. NO PROPOSAL WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.

B. Definitions

The following meanings are attached to the defined words when used in this proposal form:

1. The word "City" means the City of Manchester, New Hampshire.
2. The word "Bidder" means the person, firm, or corporation submitting a proposal on these specifications or any part thereof.
3. The word "Contractor" means the person, firm, or corporation with whom the Contract is made by carrying out the provisions of this Sealed Proposal Invitation and the Contract.
4. The words "firm price" shall mean a guarantee against price increase during the life of the Contract.

C. Submission of Proposal

This Sealed Proposal Invitation is sent to you in duplicate. Two (2) complete copies must be returned when bidding. Strict compliance with the requirements of the Notice to Bidders, Terms and Conditions, and the instructions printed on the forms is necessary. All designations and prices shall be fully and clearly set forth. All blank spaces in the proposal forms shall be suitably filled in. For the convenience of Bidders, extra sets of proposal forms are available at no cost and on demand, at the Office of the Information Systems Department, City of Manchester, State of New Hampshire.

D. Signatures on Proposal Forms

Each proposal must give the full business address of the Bidder and be signed by him with his usual signature. Proposals by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the proposal of the individual signing.

When requested by the Director, Information Services, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

E. Sealed and Marked

Proposals, with the required bid security, must be securely sealed in a suitable envelope, addressed and marked on the outside as follows:

Sealed Proposal Invitation
IS-0405
Information Systems Department
100 Merrimack St
Manchester, NH 03101-2210

The City of Manchester is not responsible for proposals not properly marked.

F. Bid Security

Bid security, in the form of a bid bond, deposit of cash, or certified check, bank cashier's or bank official's check drawn on a solvent bank, payable to the "City Finance Officer, City of Manchester" in the amount of NOT LESS THAN TEN PERCENT (10%) of the total amount of the bid (before cash discount and/or trade-in) **MUST** accompany each proposal as a guarantee that if the proposal is accepted a Contract will be entered into. Such bid deposits of all Bidders will be held by the City of Manchester until all proposals submitted shall have been canvassed and the proposals have either been rejected in whole or in part or the award of the Contract or Contracts has been made. The bid deposit of the successful Bidder will be held until a Contract is duly executed. Bid deposits will be returned to unsuccessful Bidders within one (1) week after award of the Contract. If the successful Bidder to whom a Contract shall have been awarded refuses to execute the contract and to furnish the performance and payment bonds herein described, within ten (10) working days after award of the Contract, the amount of the bid deposit shall be forfeited to and retained by the City of Manchester as liquidated damages for such neglect or refusal.

G. Interpretations

No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Sealed Proposal Invitation. Every request for such interpretation or requests for a change in the specifications or terms and conditions shall be made in writing and addressed and forwarded to Diane S. Prew, Director, Information Services, 100 Merrimack Street, City of Manchester, State of New Hampshire, five (5) or more working days before the date fixed for the opening of proposals. Every interpretation made to a Bidder will be in the form of an addendum to the Sealed Proposal Invitation, which, if issued, will be sent as promptly as practicable to all persons to whom the Sealed Proposal Invitations have been issued. All such addenda shall become a part of the Sealed Proposal Invitation.

H. Incomplete Proposals

Proposals, which are incomplete, not properly endorsed, or signed, or otherwise contrary to these instructions may be rejected as informal by the Director, Information Services, City of Manchester, State of New Hampshire.

I. Conditional Proposals

Conditional proposals will not be accepted.

J. Alternative Proposals

Alternative proposals, which do not minimally conform, to the specifications will not be accepted.

K. Taxes

As the City of Manchester is exempt from the payment of Federal Excise Taxes, all prices quoted herein are not to include these taxes.

L. Prices

All prices and delivery times quoted must be firm FOB destination, City of Manchester, State of New Hampshire, unless otherwise indicated by the City. TIME IS OF THE ESSENCE.

M. Inside Delivery

Quotations should include all charges for inside delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on inside delivery to the destination designated in this Sealed Proposal Invitation and to include all inside delivery and packing charges.

N. Unit Pricing

Prices shall be stated in units of quantities specified. In case of discrepancy in computing the amount of the proposal, the unit prices quoted will govern.

O. Price Reductions

It is understood and agreed that should any price reductions occur between the opening of this proposal and the delivery of any order, the benefit of any such reductions will be extended to the City.

P. Compliance with Specifications

Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Proposal Invitation. References to a particular trade name, manufacturers' catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the Bidder, if awarded a Contract, will be required to

furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.

Q. Discounts

1. Cash discounts will be considered when determining the low proposal except when cash discounts hold for a period of less than fifteen (15) days. Cash discounts for payment within a period of less than the above number of days will not be taken into consideration when determining the low bid.
2. Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the Contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance.

R. Penalties

It is understood and agreed that in the event of failure on the part of the Bidder to indicate date of delivery and/or completion, delivery and/or completion will be made within thirty (30) days from date of notification. Should the successful Bidder fail to make delivery or complete Contract within time specified, the City reserves the right to make the purchase at the open market and charge any excess over Contract price to the account of the successful Bidder, who shall pay the same.

S. Delivery

1. The City, through the Director, Information Services, reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Sealed Proposal Invitation will remain firm, and the City shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the Director, Information Services.
2. The City, through the Director, Information Services, reserves the right to divert delivery from one location to another, and to allow for any change in operating conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.
3. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.

T. Non-Collusion

The Bidder must certify that no official or employee of the City of Manchester, State of New Hampshire, is pecuniarily interested in the proposal or in the Contract which the Bidder offers to execute or in the expected profits to arise therefrom, and that this proposal is made in good faith without fraud or collusion or connection with any other person submitting a proposal.

U. Withdrawal of Proposal

Proposals may be withdrawn upon written or telegraphic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. If any proposal is withdrawn after time and date specified, the Bidder shall forfeit his bid security as liquidated damages.

V. Default

In case of default by the Bidder or Contractor, the City of Manchester may procure the articles or services from other sources and hold the Bidder or Contractor responsible for any excess costs occasioned thereby.

W. Basis of Award of Contract

1. The City of Manchester reserves the right to waive any informalities in proposals and to reject any and all proposals, wholly or in part, and to make awards in a manner deemed in the best interests of the City.
2. Proposals shall be evaluated and selection made on the basis of demonstrated competence and qualification for the services required at a fair and reasonable price. In addition to price, the following is a partial list of criteria which will be used in the evaluation process:
 - a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
 - b. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
 - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
 - g. The quality, availability and adaptability of the supplies, or contractual services to the particular use required;
 - h. The ability of the Bidder to provide future maintenance and service for the use of the subject of the Contract;
 - i. The number and scope of conditions attached to the proposal.
3. The City of Manchester reserves the right to make awards on this proposal by item; or to accept all or part of the proposal or prices quoted.

X. Contract Agreement

The Contract Agreement will be in the form customarily employed by the City of Manchester and will incorporate the Notice to Bidders and Terms and Conditions of this Sealed Proposal Invitation. A copy of the Contract Agreement is attached hereto.

Y. Performance Bond

The successful Bidder will be required to furnish a bond or a certified check on a solvent bank, payable to the "City Finance Officer, City of Manchester" in the amount of one hundred percent (100%) of the total amount of the Contract as a guarantee of the faithful performance thereof. The cost of the Performance Bond should be spelled out separately in the proposal. The cost of the Performance Bond will be counted as part of the price when comparing proposals.

Z. Indemnification and Insurance

1. The Bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented, material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract.
2. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and save harmless the City of Manchester from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City of Manchester, its employees, representatives, agents, etc.
3. If, in the judgment of the Director, Information Services, any property is needlessly damaged by an act or omission of the Contractor or his employees, servants, or agents, the amount of such damages shall be determined by the Director, Information Services of the City of Manchester and such amount shall be deducted from any money due the Contractor or may be recovered from said Contractor in actions at law.
4. The City is relieved from all risks of physical loss or damages to the equipment including extra expenses resulting therefrom, during periods of transportation and installation.

AA. Assignment of Monies

The Contractor will not be permitted to either assign or underlet the Contract, nor assign either legally or equitably any monies hereunder, or its claim thereto, without the previous written consent of the City Finance Officer.

BB. Statutes and Ordinances

The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City of Manchester, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.

CC. Guarantees

1. The Bidder to whom a Contract is awarded guarantees to the City of Manchester that all warranties of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-315 shall remain in force and will not be disclaimed. New Hampshire 383A-2-314 and 2-315 may be found at <http://www.gencourt.state.nh.us/rsa/html/XXXIV-A/382-A/382-A-2-314.htm> and <http://www.gencourt.state.nh.us/rsa/html/XXXIV-A/382-A/382-A-2-315.htm>.
2. The Bidder to whom a Contract is awarded guarantees to the City of Manchester that all equipment furnished under this Contract shall be free of defects in design, materials, and workmanship and for a period of three (3) years after final inspection and acceptance shall replace promptly any defective equipment, materials, and/or workmanship required without additional cost to the City. During the three (3) year warranty period, the City will not pack; ship or pay for shipping of defective units for warranty replacement. Warranty repairs or replacements must be provided on site by the vendor.

DD. Additional Terms and Conditions for Contracts in which there is Federal Participation

1. Any proposed change in the Contract shall be submitted to the Director, Information Services for prior approval.
2. No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Contract or to any benefit arising therefrom.
3. No member, officer, or employee of the State of New Hampshire or the City of Manchester during his tenure or one (1) year thereafter shall have any interest, direct or indirect, in the Contract or the proceeds thereof.
4. In connection with the execution of the Contract, the Contractor shall not discriminate against employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; in selections for training, including apprenticeship.
5. In connection with the performance of the Contract, the Contractor will cooperate with the City of Manchester in meeting its commitments and goals with regard to the maximum utilization of minority business enterprises and will use its best efforts to insure that minority business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract.

EE. Assignment of Work

Assignment of any portion of the work by subcontract must be approved in advance by the Director, Information Services. Please identify all subcontractors that you intend to use on this project.

FF. Governing Law

This contract shall be construed according to the laws of the State of New Hampshire.

GG. Disputes

Any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Information Services, who shall cause its discussion to be reduced to writing and shall furnish a copy thereof. The decision of the Director, Information Services shall be final and conclusive unless within ten (10) days from the date of receipt of such copy the Contractor mails or otherwise furnishes to the City a written appeal addressed to the Mayor and Board of Aldermen. The decision of the Mayor and Board of Aldermen or their duly authorized agent or representative for the determination of such appeal shall be final and conclusive unless determined by the Hillsborough County Superior Court or other court of competent jurisdiction to have been unreasonable. Pending final decision or a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Director, Information Services' decision of the dispute.

HH. Severability

1. Compliance: each party agrees that it will perform its obligations hereunder in accordance with all applicable laws, rules and regulations new or hereafter in effect.
2. Partial Invalidity: If any term or provision of this agreement shall be found to be illegal or unenforceable then, notwithstanding this agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

II. Headings not Controlling

Headings used in this contract are for reference purposes only and shall not be deemed a part of this contract.

JJ. Acceptance Criteria

The City of Manchester reserves the right to reject the items delivered under this contract as not conforming to the specifications unless the following performance criteria are met:

1. Hardware and software must be installed and tested to the satisfaction of the Director, Information Services.
2. Physical delivery and installation does not constitute acceptance.

KK. Method of Payments

1. Payment shall be made not earlier than fifteen (15) days nor longer than forty-five (45) days after delivery, installation and acceptance of all contracted items, and upon rendering an original and one (1) copy of an itemized invoice. Invoices will be forwarded to the Information Systems Department; 100 Merrimack Street; Manchester, NH 03101-2210.
2. Software will not be paid for until appropriate licensing documents have been delivered to the City of Manchester.

II. PROJECT REQUIREMENTS

A. Scope of Project

The City of Manchester is seeking an extremely reliable and easy to use High Availability (HA) solution for it's IBM iSeries computer systems that can replicate, real-time, the entire system. The preferred solution should fully utilize IBM's remote journaling and clustering technologies.

One of the main goals of the City of Manchester is to provide 99.9999% uptime on the iSeries. Some of the ways in which we hope to accomplish this are:

- Do saves and backups with absolutely no user downtime without leaving the production system unprotected by continuing to send all of the transactions over to the backup system during the save.
- Do operating system upgrades with negligible user downtime by rolling to the backup environment.
- Do hardware upgrades on the production system without downtime by rolling to the backup.
- If the production system fails, switch over to the backup within seconds.

B. Current Environment

The primary production platform consists of an IBM iSeries model 9406-810 2466 with 2 GB of memory. The backup system, at a remote location, is a 9406-270 2432 with 1 GB of memory. Both systems are currently running under operating system OS/400, at level V5R2. The two systems are connected via fiber on an Ethernet network. The production system has two Gigabit Ethernet cards and the backup system has one Gigabit Ethernet card.

III. TECHNICAL SPECIFICATIONS

Please provide answers to the following questions.

A. Data Flow Between Primary and Backup Systems

1. Does your product replicate the entire system, real-time, all object types? Provide a detailed explanation as to how this is achieved. Are these recent product innovations or have they been part of the product for more than one year?
 - a. Large Object Support?
 - b. All or part of the IFS? Replicate directories that are not part of the "root"?
 - c. User Profiles & Passwords?
 - d. Data queues & data queue contents?
 - e. Output queues & output queue contents?

- f. Data Areas?
 - g. Job Scheduler?
 - h. Job Queues?
 - i. Configurations?
2. Does the product provide support for the following Advanced OS/400 Operations:
 - a. Remote Journaling?
 - b. Journal minimized changes?
 - c. Reuse deleted records?
 - d. LPAR support?
 - e. Clustering (CRS)?
 3. Can all libraries in QSYS.lib be replicated, if not, which ones are not?
 4. Can you support synchronous as well as asynchronous replication?
 5. Can/how do you support primary/backup systems at different OS level/HA level?
 6. The City is looking for a solution to provide us the opportunity to provide 7 x 24 access to information. Will this product provide needed capabilities?
 7. Once switched to the backup (Backup) system and user updates are made on that system (Backup), will we have the ability to move the updated data back to the originating (Primary) system, once interruption is over? Can the solution move data in both directions?

B. Journaling Considerations

1. Does your product provide support for the following capabilities/features:
 - a. SMAPP (System Managed Access Path Protection)?
 - b. Multiple journals, number of journals/receivers?
 - c. Before/after images?
2. As journaling is invoked for your product, what type of performance impact can we expect to see on our DASD, CPU utilization, subsystems, memory pools or other system resource on both the primary and backup system?
3. Does all communication between primary/backup occur via remote journaling or are there other communication channels?
4. Can you elaborate on the impact journaling will have on batch and interactive processes? For example, will nightly batch runs increase X%?
5. If journaling is interrupted, how does your product handle this to insure data integrity when information is being replicated from one system to another?

6. How does your product work with exclusive locks on objects and use of commitment control?
7. What harvesting activities are performed on the primary system?
8. What are the components of the HA software and what lives on the primary/backup?

C. Synchronization

1. What characteristics are used to determine "out of sync"?
2. How do you validate synchronization?
3. Can new objects in QSYS.lib and the IFS be auto-synched?
4. What tools are in place to monitor ability to switch over readiness?
5. What daily maintenance activities must/should be performed to insure integrity of both the primary/backup systems? How long does this process take?
6. What factors impact the time required to failover?
7. Does the software provide for both switch over and switch back capability? If so please explain the process.
8. Can the system handle the reorganization of a data base file?
9. How does the system handle the creation of new libraries and files and the movement of a file from one library to another?
10. Does the primary system need to indicate or is it able to indicate in the journal a quiet point to provide a consistent point to suspend replication on the backup and begin the backup process on the backup?

D. Network Switching Hardware / Configurations

1. We are connected between primary and backup systems via fiber using Gigabit Ethernet. Are there any special WAN configurations that your product requires?
2. Based on our environment and your product, what is the recommended bandwidth for the network between the primary and backup system?
3. What special network/communication hardware would be required for switching users over from a primary to a backup system? For connectivity, the City uses PC's with either Seagull GUI/400 or iSeries Access for Windows connecting via TCP/IP. Later this year, the City will be implementing a browser based solution, using JACADA software, for access to the iSeries. For printing, the City uses iSeries *LAN configured printers using TCP/IP.
4. What would be the required time it takes to switch our users over from a primary to a backup system?
5. How are triggers, referential integrity and stored procedures supported on primary/backup?

E. Modifications to our Environment

1. Are there any changes required for CL's or programs in our applications to effectively utilize high availability from your product?
2. What system configuration would be needed for either our primary or backup systems to support your product?
3. Are there any specific system values that need to be changed or particular PTF's required to support your product?
4. Are there any network configuration changes on the iSeries systems, WAN or LAN needed to support high availability with your product?

F. Ease of Use and Technical Support

1. Is your product user friendly for administering the product, as well as making the switch between systems?
2. What would you estimate to be the length of time it will take to install and implement your product?
3. In the same view on one display, will your product show status and administration functions (i.e. messages/alerts, available options, etc.) of the system pair, or pairs (in an LPAR, and/or multi-operating system platform) for our environment?
4. Does your company provide 7 x 24 service for technical support issues? Is it part of your normal maintenance fee or an additional cost for premium service?
5. What can we expect in turn around time for support, from when the call was placed until you're technical support responds back to us?
6. How are failovers implemented, what criteria can be evaluated to invoke an automatic failover?

G. Training / Education

1. Is there formal training for your product offsite and, if so, what is the recommended period of time?
2. Is the training informal on-site and for how long?

H. Miscellaneous

1. What sizing tools are available?
2. How is the product licensed - IBM Tier, processor, cluster, LPAR, Primary/Backup, site?

I. Vendor Information

1. Detail your company's relationship with IBM in general, and IBM development in Rochester, MN, in particular.
2. Can you provide a brief company description and background?
3. Does your company have an active user group?
4. Does your company have any key partnerships or third parties?
5. Has your company been acquired or acquired any business in the last five years?
6. How much annual revenue is invested in R&D?
7. Please provide the active clients that you have and the market area they are in.
8. Provide your most recent financial statement or Dun & Bradstreet report.

IV. REFERENCES

List those customers, preferably cities or towns with similar equipment and especially any that use software from Sungard HTE, to whom you have supplied the same software as proposed.

<u>Company</u>	<u>Address</u>	<u>Person's Name</u>	<u>Telephone</u>
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V. SCHEDULE

List detailed product numbers, descriptions, quantities and prices. List the maintenance cost per year and the length of warranty.

<u>Product</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Maintenance</u>
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VI. PROPOSAL FORM

TO: _____

City of Manchester
State of New Hampshire

In compliance with the invitation for proposals to furnish supplies, materials, equipment, and services on the accompanying schedules, the undersigned _____ a corporation organized and existing under the laws of the State of _____ or a general partnership consisting of _____ of _____ City of _____ State of _____ hereby proposes to furnish, within the time specified in the Request for Proposals, the supplies, materials, equipment, and services at the prices stated opposite the respective items listed on the SCHEDULE.

Upon receipt of written notice of the acceptance of this proposal, the undersigned will, if required, execute a form of contract in accordance with the proposal as accepted and give bonds, with good and sufficient surety or sureties, for the faithful performance of the Contract, and for payment for labor and materials, within ten (10) days after the prescribed forms are presented for signature.

Discount will be allowed for receipt of prompt payment as follows:

within _____ calendar days, _____ percent (____ %);

within _____ calendar days, _____ percent (____ %);

within _____ calendar days, _____ percent (____ %);

Time, in connection with discount offered, will be computed from date of completion and/or delivery and acceptance at destination, or from date correct bill or voucher properly certified by the Contractor is received if the latter date is later than the date of completion and acceptance and/or delivery and acceptance

Deliveries are to be made to: _____.

Delivery and/or completion to be made within _____ days from the date of notification by the City. TIME IS OF THE ESSENCE.

If the undersigned fails to perform any of the promises made herein, the proposal security, which is deposited with the _____ shall be paid to the City of Manchester or payment of the bond herewith deposited will be enforced for the benefit of the City of Manchester as liquidated damages for such default; otherwise the proposal security will be returned to the undersigned.

The undersigned as Bidder, declares that only parties interested in the proposal as principals are named herein; and that this proposal is made without collusion with any other person, firm or corporation; that no officer or agent of the City is directly or indirectly interested in this proposal; and he proposes and agrees that if this proposal is accepted he will contract with the City in accordance with the Specifications, and the Terms and Conditions as spelled out in this Sealed Proposal.

Dated _____, 20____.

Authorized Signature of Bidder & Title

(please print or type name of Bidder & Title)

Address

Full names and addresses of all persons interested in this proposal as principals are as follows:

<u>NAME</u>	<u>ADDRESS</u>
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VII. SAMPLE CONTRACT

INFORMATION SYSTEMS DEPARTMENT
THE CITY OF MANCHESTER
NEW HAMPSHIRE 03101

CONTRACT

Sealed Proposal IS-0405

Agreement made _____ 20 ____ between the City of Manchester, a municipal corporation of the State of New Hampshire, herein referred to as "City", and _____ of _____, City of _____, State of _____ herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

_____ being selected as the most appropriate Bidder, shall provide to the City the following supplies, materials, equipment, and services:

SEE PURCHASE ORDER: _____

Such supplies, materials, equipment, and services shall be provided in accordance with the proposal made by _____, pursuant to the Notice To Bidders, the Terms and Conditions contained in this Sealed Proposal Invitation, and the procedures established by the City's Procurement Code section 20 1/2-4, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

The City shall pay _____ the price and amount set out in the Contractor's bid on delivery to and acceptance by the City of the supplies, materials, equipment, and services herein described, and on filing by _____ and approval by the City of a verified claim for the amount due.

The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulations, or other cause beyond the control of either party.

This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AT THE
INFORMATION SYSTEMS DEPARTMENT THE DAY AND YEAR FIRST ABOVE
WRITTEN.

Signature

Diane S. Prew

Director, Information Services

Signature

Typed Name

Title

Acknowledged by:
